

HOLD FOR: DAVID SHEARON, ATTY.
BOX 178

STATE OF NORTH CAROLINA
COUNTY OF WAKE

829062465

RESTRICTIVE COVENANT PRESENTED
GRENADIER SUBDIVISION FOR
REGISTRATION

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this the 8th day of April, 1999, by John S. Rose Building, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner but not the developer of Grenadier and is more particularly described as follows:

BEING all of Lots 1 through 19, inclusive, as recorded in Book of Maps 1999, Page 516, Wake County Registry, reference to which is hereby made for greater certainty of description.

1. PREAMBLE:

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the said Grenadier and to impose certain restrictive covenants governing and regulating the use and occupancy of the same, for itself and every person who shall hereinafter purchase any lot in the property described above, together with such additions as may hereinafter be made, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, liens (sometimes referred to as "the covenants") hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

2. USE OF PROPERTY: All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, which may be used and occupied as a residence for a single family. A private garage may be located on the same property. No part of said property may be used for business, manufacturing or commercial purposes. No structure may be constructed prior to the construction of the main building.

3. APPOINTMENT: Declarant shall designate and appoint an Architectural Committee composed of two (2) individuals to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Subdivision consistent with this Declaration. Until such time as the Declarant appoints the Committee, or in the event the Declarant fails to appoint the Committee, the Declarant shall serve as the Committee and all references herein to Committee shall be deemed to also mean Declarant until the Committee is appointed. At such time as the Declarant no longer owns property in the Subdivision, Declarant ceases to exist as a legal entity, or Declarant voluntarily relinquishes its right and power to appoint the Committee (whichever first occurs), then in that event, the Committee shall be appointed, replaced and reappointed by the majority

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vote of then existing lot owners. In the event of the death, resignation or removal by Declarant of any member of the Committee, the Declarant shall appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to the Declaration.

4. APPROVAL BY ARCHITECTURAL COMMITTEE: No building, fence, swing set, doghouse, or any improvement shall be permitted, placed or altered on any premises in said development until the building, fence, swing set, doghouse, or any improvement have been approved in writings, as to the conformity and harmony of external design with existing structures with the development, and to the location of the building, fence, swing set, doghouse, or improvement with respect to topography and finished ground elevation by the Architectural Committee. All residential structures shall be constructed of new material and foundation shall be limited to brick and block construction or poured concrete with a brick face. Concrete slab foundations shall not be permitted. Approved exterior products will include brick and stone veneers, fiber-cement siding, and dimensional or architectural roofing shingles, with others being approved or considered on a case-by-case basis. All residential structures shall have a minimum of brick veneer on front elevations. Vinyl siding shall not be permitted, however aluminum clad boxing will be considered on homes with all brick veneers. Also, each home shall have either a front porch or a recessed entry. Prior to any trees being removed from a lot and before any grading takes place, two (2) scaled "Plot Plans", two (2) full scaled sets of "House Plans", and two (2) sets of "Exterior Details", specifying exterior colors and types of exterior products, must be submitted to the Architectural Committee. The "Plot Plans" should show the proposed location of the house on the lot, garage, deck, stoop, porch, driveway, sidewalk; all with dimensions and setbacks from the property lines. Submission shall be by personal delivery or Certified Mail, and upon approval, must be signed off or returned with request for changes. In the event that the Architectural Committee fails to approve or disapproves such design of location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

5. COMPLETION OF STRUCTURES: The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where completion is impossible or would result in great hardship on the owner or builder due to strikes, fires, national emergency, or other natural calamities.

6. SQUARE FOOTAGE: For purposes of compliance with these covenants, required square footage areas include only areas 100% heated, finished, and livable areas, permitted and completed in accordance with Wake County inspection standards and with Certificates of Occupancy issued. Basements and third floor square footages are not considered. Minimum heated finished 100% livable square footages required are as follows: ONE LEVEL HOMES: minimum of 2600 square feet. (NOTE: even if additional area is finished such as a room over the garage, the first floor must have 2600 square feet.); TWO STORY HOMES: minimum of 2800 square feet with the first floor having a

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minimum of 1400 square feet; ONE AND ONE-HALF STORY HOMES: minimum of 2800 square feet with the first floor having a minimum of 1600 square feet. Note: Architectural Committee may at their own discretion grant variances of up to 10% in regards to square footage. All other styles of homes will be approved or considered for approval on a case-by-case basis and must have additional attributes beyond a minimum of 2800 square feet of heated finished living area.

7. GARAGES AND DRIVEWAYS: Each building unit shall have an attached, side entry garage which shall have sufficient space for at least three (3) full-sized automobiles. In the event that a "House Plan" is submitted wherein the setback requirements cannot be met, the Architectural Committee will consider building units that have an attached, front entry garage and/or a garage with sufficient space for at least two (2) full-sized automobiles. The interior of each garage shall be completed, finished, trimmed, painted, fully enclosed, and shall have operable automatic doors. All driveways are to be concrete, asphalt, or brick, and certain others on a case-by-case basis. All driveway entrances as they tie into the street must be completed according to the NC Department of Transportation Standards. Individual driveway pipes are to be properly sized and engineered. The size of pipe should be approved by NCDOT. Driveway pipes must be concrete.

8. SETBACK REQUIREMENTS: The minimum setbacks which will be considered for approval will be those required by Wake County Building Inspections Departments. Space for setbacks in addition to the Wake County minimum may be required.

9. LOTS FREE OF GARBAGE AND DEBRIS: It shall be the responsibility of each lot owner to prevent the development from having any unclean, unsightly, or unkempt conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the apparatus, or any portion thereof. Such conditions shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk trash, debris, or any substance that might contribute to a health hazard or the habitation of snakes, rats, insects, etc. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

10. NUISANCE OR NOXIOUS ACTIVITY: No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, or animals, or devise or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No antennas, discs, or other equipment for receiving or sending sound or video messages shall be permitted in this Subdivision unless previously approved in writing by the Committee relative to properly screening of the same in accordance with the criteria

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established by the Committee. Notwithstanding the above, antennas for AM or FM radio reception and UHF and VHF television reception may be located in the Subdivision provided all such permitted antennas shall be properly screened as set forth above or located inside the attic of the main residential structure, or as otherwise approved by the Committee. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, van, lien-tos, basements, tents, shacks, garage, barns, or other outbuilding shall be inhabited on any lot.

12. OCCUPANCY: No home shall be occupied until 100% of the required living area as approved on the plans as originally submitted is completed. In no event shall any person reside overnight on any lot in the Subdivision or in any building thereon unless residing in a 100% completed home with a Certificate of Occupancy having been issued by the Wake County Building Inspections Department or other presiding authority. All utilities must be on including electric power, individual well functioning with water to the home, and septic system completed and operational.

13. MOBILE HOMES: No mobile homes may be constructed or allowed to remain on the premises. No pre-manufactured house may be constructed or allowed to remain on the premises.

14. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other house pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

15. GARBAGE RECEPTACLES: Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, in accordance with reasonable standards. Declarant encourages the use of a single garbage collection company to prevent undue street damage caused by the use of multiple trucks.

16. UTILITIES: All utility lines located within the lots described herein must be located underground. The Declarant reserves the right to subject the lots to a contract with Carolina Power and Light Company or any other utility companies, for the installation of underground electric cables or overhead lighting services. The cost of overhead lighting shall be paid on a prorated basis by all lots within the subdivision. Whenever used, propane tanks larger than 150 gallon capacities are to be buried.

17. PARKING: Each lot within Grenadier is of sufficient size to allow adequate parking on the lot. Therefore, no parking shall be permitted on the street. Each lot owner shall be responsible for requiring that members of their family, their guests and invitees park in their driveway and not on the street. No temporary dwelling, shop, trailer, or mobile home of any kind or any improvement of a temporary character (except dog houses) shall be permitted on any lot except that the builder or contractor may have a

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temporary improvements (such as sales office and/or construction trailer) on a given lot during construction of a residence. No boat, marine craft, hovercraft, aircraft, recreational vehicle, motorcycle, pick-up truck, camper, travel or other types of trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the Subdivision unless parked in a permitted garage or effectively screened from view from all adjoining lots and adjoining streets. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for construction, maintenance or repair of a residence in the immediate vicinity. The yards of the Residence's are to be an enhancement to the overall appeal of the neighborhood and never at anytime should be used as an outdoor workshop for projects of any type other than landscaping (No exceptions). Trucks with tonnage in excess of one and one-half tons and any vehicle with painted advertisement shall not be permitted to park overnight in the Subdivision, specifically excepting those used by a builder during the construction of improvements, and trucks parked inside a permitted garage. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

18. MAIL BOXES: Each lot shall have a mail receptacle located at the street in front of each home. Mail receptacles shall meet or exceed the minimum requirements of the U.S. Postal Service. The Declarant will select and designate one approved mail receptacle which shall be provided by each builder.

19. ADDITIONAL STRUCTURES: Additional structures, detached garages, and outside storage buildings shall be permitted on any lot provided that the structure is approved in advance by the Architectural Committee and further provided that the construction of said additional structures is on a slab or permanent foundation and that the exterior and roof are of the same color and materials as the dwelling. Except for dog houses, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. No greenhouse, gazebo, storage building or other out-building shall be constructed on any lot (except for sales offices and construction trailers during the construction period) unless previously approved by the Committee. While not disallowed, detached structures are highly discouraged.

20. EASEMENTS: Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain in which may damage or interfere with the installation and maintenance of utilities and drainage facilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels. The provision shall not prohibit the construction of driveways within the easement areas. The general grading, slope and drainage plan of a

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lot may not be altered without the approval of the appropriate agencies having authority to grant such approval.

21. **SIGNAGE:** No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five feet (5) square feet placed in the yard of a detached single family lot advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or it's agents shall have the right to remove any sign, billboard or the advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass, conversion or any liability in connection with such removal.

22. **CLOTHESLINES:** The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the subdivision is prohibited.

23. **FIREARMS:** No hunting, shooting, firing of guns, pistols or weapons of any kind, including but not limited to sling shots, BB guns, pellet guns, bows and arrows. Also no fireworks of any kind are to be discharged within the subdivision.

24. **LIMITED FENCE APPROVALS:** Requests for fence approvals should be kept at a minimum and then will be at a limited height and with very restrictive criteria as to materials allowed.

25. **RECORDED PLAT:** All dedications, limitations, restrictions and reservations shown on any now or hereafter recorded plats for the subdivision, whether specifically referred to herein or not.

26. **LOT MAINTENANCE:** The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six(6") inches upon his property. Upon failure of any owner to maintain any lot, Declarant or its assigns may, at its option, have the grass, weeds, and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

27. **MAINTENANCE OF IMPROVEMENTS:** Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

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28. TERMS OF COVENANTS AND RESTRICTIONS: The covenants and restrictions of this declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by all parties to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years except they may be altered, amended or revoked in whole or in part by written agreement of the record owner(s) of at least two-thirds (2/3) of the platted lots.

29. NOTICE: Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as owner. Notice of one of two or more co-owners of a lot shall constitute notice to all co-owners.

30. SATELLITE DISHES: Satellite dishes 18" or smaller may be placed on any lot provided it is located behind an existing residential structure and not visible from the road or adjacent lots.

31. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any persons violating, attempting to violate, or circumvent any covenants or restrictions. Failure by any party hereto to enforce any covenants or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter. The owner of any lot shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Subdivision, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Subdivision, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all others lots in the Subdivision whether owned by the undersigned its successors and assigned, or heirs. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

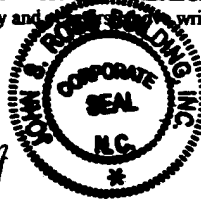
32. INVALIDATION: Should any covenant or restrictions herein contained of any sentence clause, phrase or term of this Declaration be declared to be void, invalid, illegal or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions, hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between restrictions and any governmental ordinances, laws, or regulations of a federal, state or local agency, the latter shall prevail.

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33. AMENDMENT: At any time, the owners of the legal title to two-thirds (2/3) of the lots within the Subdivision (as shown by the Wake County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s), except that, so long as Declarant owns any lot in the Subdivision, no such amendment shall be valid or effective without the joinder of Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and date hereof written.



JOHN S. ROSE BUILDING CO., INC.

By: John S. Rose
John S. Rose, President

ATTEST:

David R. Shearon
David R. Shearon, Asst. Sec.

STATE OF NORTH CAROLINA- WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that David R. Shearon personally came before me this day and acknowledged that he is Asst. Secretary of John S. Rose Building Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Asst. Secretary.

Witness my hand and official stamp or seal, this 9th day of April, 1999.



Steve V. Gentry
Notary Public

My commission expires: 7-5-99

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Steve V. Gentry

Notary Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LAURA M. RIDDICK, Register of Deeds

By: Laura M. Riddick

Asst./Deputy Register of Deeds